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February 27, 2004

VIA HAND DELIVERY

Hon. Kim Beals, Pre-Arbitration Officer
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: Docket Nos. 00-00523, 03-00585, 03-00586, 03-00587, 03-00588,
03-00589

Dear Ms. Beals.

Enclosed please find two originals and fourteen copies of the "Preliminary Motion To Dismiss Or, In The Alternative, To Add An Indispensable Party" to be filed in each of the above-referenced proceedings.

Copies of the "Preliminary Motion To Dismiss Or, In The Alternative, To Add An Indispensable Party" are being provided to each of the parties, as indicated on the attached Certificate of Service. Please direct any questions regarding this filing to me at your convenience.

Sincerely yours,



William T. Ramsey

cc: Hon. Ron Jones, Director

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

RECEIVED

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IN RE:

Generic Docket Addressing Rural Universal Service

T.R.A. DOCKET ROOM Docket No. 00-00523

Petition of Cellco Partnership d/b/a Verizon Wireless for
Arbitration under the Telecommunications Act

) Docket No. 03-00585

Petition of BellSouth Mobility LLC; BellSouth Personal
Communications, LLC; Chattanooga MSA Limited Partnership;
Collectively d/b/a Cingular Wireless, for Arbitration
under the Telecommunications Act

) Docket No. 03-00586

Petition of AT&T Wireless PCS, LLC d/b/a AT&T Wireless for
Arbitration under the Telecommunications Act

) Docket No. 03-00587

Petition of T-Mobile USA, Inc. for Arbitration under the
Telecommunications Act

) Docket No. 03-00588

Petition of Sprint Spectrum L.P. d/b/a Sprint PCS
for Arbitration under the Telecommunications Act

) Docket No. 03-00589

**PRELIMINARY MOTION OF
THE RURAL COALITION OF SMALL LECs AND COOPERATIVES
TO DISMISS OR, IN THE ALTERNATIVE, ADD AN INDISPENSABLE PARTY**

on behalf of

Ardmore Telephone Company, Inc.
Ben Lomand Rural Telephone Cooperative, Inc.
Bledsoe Telephone Cooperative
CenturyTel of Adamsville, Inc.
CenturyTel of Claiborne, Inc.
CenturyTel of Ooltewah-Collegedale, Inc.
Concord Telephone Exchange, Inc.
Crockett Telephone Company, Inc.
DeKalb Telephone Cooperative, Inc.
Highland Telephone Cooperative, Inc.
Humphreys County Telephone Company
Loretto Telephone Company, Inc.
Millington Telephone Company
North Central Telephone Cooperative, Inc.
Peoples Telephone Company
Tellico Telephone Company, Inc.
Tennessee Telephone Company
Twin Lakes Telephone Cooperative Corporation
United Telephone Company
West Tennessee Telephone Company, Inc.
Yorkville Telephone Cooperative

March 3, 2004

The Rural Coalition of Small Local Exchange Carriers and Cooperatives (hereafter to be referred to as the "Coalition" or "rural Independents") submits this "Preliminary Motion To Dismiss Or, In The Alternative, To Add An Indispensable Party." The Coalition respectfully submits that the Petitions for Arbitration filed by the CMRS providers in this proceeding should be dismissed as a matter of law. The unresolved issues presented by the CMRS providers in each of their respective Petitions reflect the desire of the CMRS providers to establish interconnection terms and conditions that are required neither by Section 251 of the Telecommunications Act nor the regulations prescribed by the Federal Communications Commission ("FCC") pursuant to Section 251. Accordingly, the relief sought by the CMRS providers is inconsistent with the Telecommunications Act, and the Petitions for Arbitration should be rejected and dismissed.

In the event that the Authority should nonetheless decide to consider the underlying issues, the Coalition submits that BellSouth Telecommunications, Inc. ("BellSouth") is an indispensable party and must be joined to this proceeding, or the petitions should be dismissed pursuant to TRA Rule 1220-1-2-.03. The interconnection arrangements under consideration are three-way indirect interconnection arrangements. Each CMRS provider seeks to establish terms and conditions applicable to its indirect interconnection to each rural Independent through a connection to the BellSouth network (i.e., each CMRS carrier connects to BellSouth which in turn connects to each rural Independent). As a matter of both law and logic, the terms and conditions applicable to this three-party arrangement cannot be established in the absence of one of the three parties. Therefore, BellSouth is indispensable to this proceeding.

I. Background

Although a Section 252 Arbitration proceeding is not the appropriate statutory forum to address the interconnection terms and conditions sought by the CMRS providers, the Coalition members are anxious to resolve, to the extent possible, matters related to the interconnection of the CMRS providers to the rural Independent networks. The Petitions for Arbitration each address CMRS interconnection indirectly to each rural Independent through the BellSouth network. The fact is that each of the CMRS carriers enjoys the use of this specific terminating network arrangement today, but the rural Independents have not been compensated for any of the termination they have provided since June 1, 2003.¹

The events leading up to the filing of the Petitions for Arbitration are relevant to the determination of the Coalition's Motion to Dismiss.² The petitioning CMRS providers each seek the establishment of new terms and conditions applicable to an interconnection arrangement they already utilize. Each CMRS carrier interconnects to each rural Independent indirectly through BellSouth. This interconnection arrangement has long been utilized, and the establishment of the arrangement did not require negotiations or an agreement between each CMRS carrier and each rural Independent. The three-way arrangement that is in place and working today exists because of the long ago established physical interconnection between BellSouth and each rural Independent.

The existing physical interconnection between BellSouth and each rural Independent is subject to terms and conditions originally set forth in contractual agreements between the

¹ In order to address the immediate concerns regarding this issue, the Coalition filed a brief with the Hearing Examiner in Docket No. 00-00523 on February 27, 2004, requesting grant of the Coalition's *Petition for Emergency Relief and Request for Standstill Order* (the "Coalition's Emergency Petition") which was originally filed in that proceeding on April 3, 2003.

² The Coalition respectfully refers the Hearing Officer to the Coalition's Response to the arbitration petitions for a more complete description of the background and history of this proceeding at pp 3-9

parties.³ Pursuant to those agreements, BellSouth compensates each rural Independent for the traffic BellSouth carries to the rural Independent network for termination.

At some point, BellSouth apparently negotiated a separate arrangement with each CMRS provider. No rural Independent was involved in or privy to the establishment of the arrangements between BellSouth and each CMRS carrier. BellSouth apparently agreed to transport traffic for each CMRS provider to the network of each rural Independent, and BellSouth delivered that traffic through the existing physical interconnection between BellSouth and each Independent. BellSouth paid each rural Independent in accordance with the existing terms and conditions that govern this physical interconnection, and each Independent relied on the fact that BellSouth acted in accordance with these terms and conditions in the transmission of all traffic it delivered to the rural Independent networks.

On April 2, 2003, however, BellSouth provided notice to the Authority that it would discontinue payments for the traffic after April 2003. In response, the rural Independents filed the Coalition's Emergency Petition. As a matter of compromise, the rural Independents and BellSouth agreed, on an interim basis, that the rural Independents would reduce the charges assessed to BellSouth for the termination of CMRS traffic delivered to the Independent networks through the indirect interconnection arrangement. The Hearing Officer approved this compromise arrangement as part of an *Order Granting Conditional Stay, Continuing Abeyance, and Granting Interventions* issued in Docket No. 00-00523 on May 5, 2003. (The "*Conditional Stay Order*")

In an effort to encourage settlement of the issues, the Hearing Officer required

³ These terms and conditions remain in place today by Order of the Authority and "outside of the existing contract" in accordance with the Initial Order of Hearing Officer in Docket 00-00523 issued on December 29, 2000, at fn 28

BellSouth to identify the CMRS providers with which BellSouth has agreements to transport traffic to the rural Independent networks, and further required the Coalition and BellSouth to notify these CMRS carriers of the opportunity to participate in collective negotiations.⁴

As a result, a series of negotiations and exchanges of documents took place initially among the parties. The Coalition and its members joined with the other parties in an effort to identify all issues and the parties' respective positions. The "collective" negotiation required by the Hearing Officer was far different than the negotiations contemplated by Section 252 of the Telecommunications Act between a requesting carrier and an incumbent local exchange carrier. Throughout the negotiations, the rural Independents maintained their right to negotiate individually if circumstances warranted.

The Coalition members endeavored in good faith to comply with the Hearing Officer's encouragement to resolve the issues: "[S]ettlement of this disputed issue is clearly in the best interest of all parties involved in this docket."⁵ In every appropriate instance, the Coalition maintained an important balance. The Coalition remained open to compromise throughout the negotiations. At the same time, however, the Coalition consistently reminded the other parties that they are seeking to impose terms and conditions that are not established by federal statute or regulation. In the midst of the negotiations, both BellSouth and the CMRS providers pronounced that the negotiations would not include BellSouth. The Coalition noted that this violated the Hearing Officer's expectation of collective negotiations. The Coalition also questioned how the open issues could be resolved in the absence of BellSouth.

The Coalition reluctantly, and in good faith, continued to participate in the negotiations after BellSouth's departure. The negotiations inevitably failed and the Petitions for Arbitration

⁴ *Id.* at pp 8-9

were filed. This outcome was inevitable because the CMRS providers insist on imposing terms and conditions on the rural Independents that have not been established as interconnection standards and, therefore, cannot be imposed in a Section 252 arbitration. Although the issues presented by the CMRS providers cannot be resolved by an arbitration, the issues surrounding three-way interconnection of the CMRS providers through the BellSouth network to the rural Independents can be resolved by the Authority. The Coalition respectfully submits, however, that resolution of these matters cannot be achieved in the absence of BellSouth.⁶

II. Because the CMRS Providers Seek To Impose Terms and Conditions that are not Established Statutory or Regulatory Standards, the Petitions for Arbitration should be Dismissed.

The statutory framework governing a Section 252 arbitration proceeding is very specific. The Telecommunications Act delegates to the state regulatory authorities the right, but not the duty, "to arbitrate any open issues" in those instances where a carrier requesting Section 251 interconnection and an incumbent local exchange carrier have not reached agreement. The statute specifically prescribes the standards pursuant to which the state commission may resolve open issues and impose conditions on the parties. Thus, a state regulatory authority conducting an arbitration proceeding is empowered to "ensure that such resolution and conditions meet the requirements of section 251, including the regulations prescribed by the commission pursuant to section 251." The Telecommunications Act does not, however, authorize state regulatory authorities to determine Section 251 interconnection policies or standards. A state regulatory authority thus cannot resolve an open issue by imposing a term or condition that is not an

⁵ *Id.* at p 5

⁶ The Coalition respectfully refers the Hearing Officer to page 14 and footnote 12 of the Coalition's Response to the arbitration petitions. In many other states where similar issues have arisen among the CMRS providers, BellSouth

established requirement of Section 251.

The arbitration petitions before the Hearing Examiner each seek to utilize the resources of the TRA to determine unsettled interconnection matters that are pending before the FCC.⁷ In brief, there are no established standards for interconnection on an indirect basis that even remotely approach the terms and conditions sought by the CMRS providers. No requirement mandates that a rural LEC must permit BellSouth to utilize a physical interconnection to deliver traffic from CMRS providers over a common trunk group under terms and conditions that alleviate BellSouth from any financial liability for the termination service. No requirement exists that mandates that a rural LEC must transmit traffic to a CMRS provider through an indirect arrangement dictated by the CMRS provider. The Section 251 requirements establish terminating rights. These requirements do not establish a right to dictate how an incumbent local exchange carrier transmits traffic to a CMRS provider or any other carrier.

The CMRS providers have attempted to get the FCC to establish requirements to achieve these objectives. The FCC has not acted, as the CMRS carriers are aware. The CMRS providers apparently believe that the Authority will ignore Section 252(c) (1) of the Telecommunications Act and establish regulatory interconnection policy through this arbitration proceeding. With respect to this proceeding, the CMRS providers visited the FCC on December 10, 2003, and delivered copies of both their arbitration petitions and the Coalition's Response. The CMRS providers reported that the purpose of the meeting was to "update" the FCC Staff on the status or

and rural Independents telephone companies, the parties have arrived at interim settlement arrangements. The Coalition fails to understand why similar arrangements are not appropriate in Tennessee.

⁷ The Coalition respectfully refers the Hearing Officer to the complete Response of the Coalition. A summary addressing this matter is set forth at p. 9. See also, pp. 21-30 wherein the Coalition addresses in detail the underlying basis for this Motion to Dismiss. Throughout its Response, the Coalition has, with respect to each issue presented, addressed with specificity the applicable interconnection standards, referenced the applicable rules and regulatory decisions, and requested dismissal of each issue.

negotiations with rural Independents including the arbitration before the Authority. The CMRS providers, in reporting on their meeting with FCC staff, acknowledged that "the matters in the state proceedings are similar to some of those at issue in CC Docket 01-92."⁸ There is no question that the issues raised before the Authority are the same issues that are pending before the FCC. Irrespective of whether the FCC eventually establishes the interconnection requirements the CMRS providers seek, the fact is that these requirements are not established today. The requests of the CMRS providers in Docket 01-92 are pending, but these carriers have filed their arbitration petitions with the hope that the Authority will act in their favor and in the absence of requirements established by statute or FCC regulation. For these reasons, the arbitration petitions should be dismissed

III. BellSouth is an Indispensable Party Whose Presence is Required to Resolve the Pending Issues.

As discussed in Section I, the negotiation process that resulted in the arbitration petitions was initiated by the *Conditional Stay Order* issued in Docket No. 00-00523. In that decision the Hearing Officer noted that both BellSouth and the Coalition agreed "to engage in good faith negotiations with CMRS providers in order to establish contractual terms governing payments between CMRS provider and [the Coalition] of an appropriate rate for termination of CMRS traffic."⁹ BellSouth, however, subsequently decided that it did not want to participate in the negotiations. The CMRS carriers agreed with BellSouth and also insisted that BellSouth's participation was not necessary to effectuate new terms and condition for an indirect

⁸ See Attachment A, *Notice of Ex Parte* in Docket 01-92 filed by Davis Wright Temaine LLP on behalf of AT&T Wireless, Sprint PCS and Verizon Wireless

⁹ *Conditional Stay Order*, p 4-5

interconnection through BellSouth

The Coalition protested and provided substantive examples of the issues that required BellSouth's participation. These issues are identified and addressed with specificity in the Response of the Coalition to the arbitration petitions.¹⁰ In summary, if BellSouth and the CMRS providers seek new terms and conditions with respect to an indirect interconnection arrangement through common BellSouth trunks, the terms and conditions cannot be established in BellSouth's absence.

The issues raised by the positions of the CMRS providers do not arise under the existing terms and conditions pursuant to which BellSouth carries CMRS traffic to the rural Independent networks. BellSouth utilizes a common trunk group for transporting the CMRS traffic to each Independent. Under the only existing agreements, BellSouth is supposed to compensate the Independent for the termination of the traffic. The CMRS carriers have an arrangement with BellSouth and BellSouth has its arrangement with each Independent pursuant to which the traffic is terminated. As a result, under the existing terms and conditions, the rural Independents are not concerned with how much traffic came from any specific carrier because BellSouth has elected to utilize its common trunk group to transport the traffic for the third party carriers, and agreed to take responsibility for payment to the rural Independents in accordance with the only existing terms and conditions.

If BellSouth and the CMRS providers insist on pursuing new terms and conditions whereby BellSouth would be alleviated of financial responsibility for the traffic it delivers to an Independent through a common trunk group, the Coalition is rightfully concerned with determining how each rural Independent will be able to audit and verify the amount of traffic

¹⁰ See, Coalition Response at p 10-13, the discussion of the Coalition's Response to CMRS Issues 3,4,5,6,13 and

carried through the common trunk group for each CMRS carrier. In an economic environment in which the rural Independents have experienced revenue losses resulting from bankruptcies of interconnecting carriers that did not pay their debts, the Independents are rightfully concerned with ensuring that BellSouth is subject to obligations regarding the treatment of traffic transported by BellSouth on behalf of a defaulting CMRS carrier.

In its Response to the arbitration petitions, the Coalition summarized the essential need for the presence of BellSouth or any transiting carrier in the establishment of new terms and conditions for a three-way indirect interconnection arrangement. Specifically, the Coalition noted that the following list, while not exhaustive, includes some of the essential issues that must be addressed with BellSouth before an indirect connection agreement with the CMRS carriers can be finalized: (1) establishment of trunking facilities and a physical interconnection point with the ICOs; (2) responsibility to establish proper authority for either BellSouth or the ICOs to deliver traffic of third parties to the other; (3) responsibility not to abuse the scope of traffic authorized by the arrangement (*i.e.*, the transmission of unauthorized traffic); (4) provision of complete and accurate usage records; (5) coordination of billing and collection and compensation (as discussed above in the previous issue); (6) responsibilities to resolve disputes that will necessarily involve issues where the factual information is in the possession of BellSouth (*e.g.*, how much traffic was transmitted, and which carrier originated the traffic); (7) responsibilities to act to implement network changes which alter or terminate the voluntary arrangement between the ICOs and BellSouth; and (8) responsibilities to coordinate appropriate actions in the event of default and non-payment by a carrier transiting traffic through BellSouth.

BellSouth's unilateral decision not to participate in the negotiations with the Coalition

and the CMRS providers is contrary to the pledge BellSouth made to the Hearing Officer in Docket No 00-00523. The fact that BellSouth and the CMRS providers strategically decided that BellSouth should not participate in the collective negotiations is not surprising, however based on their prior conduct. Contrary to all established precepts of contract law, BellSouth and the CMRS carriers apparently do not believe that all parties to an interconnection agreement or arrangement need to be present when two parties determine rights and obligations that affect the absent party.

In fact, the entire foundation of BellSouth's contention that, irrespective of existing interconnection terms and conditions, it no longer has to pay the rural Independents for interconnection involving CMRS traffic is the purported "fact" that it has entered into "meet point billing arrangements" with the CMRS carriers. In the prosecution of the Coalition's Emergency Petition, the rural Independents have pointed out how ludicrous it is to suggest that an existing arrangement between BellSouth and the rural Independents can be altered by BellSouth's decision to enter into a "meet point billing agreement" with a CMRS carrier. The BellSouth position is even more strained when considered in the context of the order of the Hearing Officer in Docket 00-00523 that requires all existing terms and conditions between BellSouth and the rural Independents to be maintained

It is ironic that BellSouth and the CMRS providers repeatedly point to "industry standards" regarding meet-point billing guidelines to support the positions they have each taken in opposition to the rights of the rural Independents. They have asserted that the bilateral establishment of a so-called "meet-point billing arrangement" sustains their infringement on the rights of the rural Independents even though the Independents were not parties to their

arrangement.

The ultimate proof that no substance underlies the position of BellSouth and the CMRS providers is found in a review of the very industry standards applicable to the establishment of “meet-point billing arrangements.” In pertinent part, these industry guidelines establish the following overall principle at the outset of the statement of the guidelines:

“When all involved providers agree to a meet-point Billing arrangement, these guidelines are used.”(Emphasis added.)¹¹

It is hardly surprising that industry guidelines would recognize the basic principles of contract and incorporate the principle that all three parties to any interconnection meet-point billing arrangement should have the opportunity to be involved in the related negotiations and come to agreement prior to implementing the arrangement. This concept simply reflects the common law notion that two parties to an agreement cannot establish obligations and responsibilities on a non-party.

What is surprising is that neither the CMRS providers nor BellSouth recognize the concept. They did not recognize the necessity of having all indispensable parties present when they established a so-called “meet-point billing arrangement.” Nor do they recognize that the presence of BellSouth is required to establish new terms and conditions for the indirect interconnection arrangement that already exists.

The Authority’s own rules provide that “failure to join an indispensable party” is a defense to a complaint or petition in a contested case. TRA Rule 1220-1-2-.03. BellSouth is an indispensable party to this proceeding. If BellSouth not added to this proceeding, the petitions must be dismissed.

¹¹ See, Attachment B – extraction of Section 2 from the ATIS/OBF-MECAB industry guidelines, the very standards

Rule 19.01 of the Tennessee Rules of Civil Procedure defines the classes of parties who are indispensable parties

19.01 Persons to Be Joined if Feasible

Persons to Be Joined if Feasible. - A person who is subject to the jurisdiction of the court shall be joined as a party if (1) in the person's absence complete relief cannot be accorded among those already parties, or (2) the person claims an interest relating to the subject of the action and is so situated that the disposition of the action in the person's absence may (i) as a practical matter impair or impede the person's ability to protect that interest, or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reasons of the claimed interest. If the person has not been so joined, the court shall order that the person be made a party. If the person properly should join as a plaintiff but refuses to do so, he or she may be made a defendant, or in a proper case, an involuntary plaintiff.

If BellSouth is not added as a party: (1) "complete relief cannot be accorded among those already parties; or (2) the Coalition's members will be subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reasons of [BellSouth's interest]." As described throughout the Response of the Coalition to the arbitration petitions, BellSouth is unquestionably an indispensable party to the establishment of new terms and conditions for interconnection between CMRS carriers and rural Independents because the CMRS carriers have elected to interconnect indirectly through BellSouth. Accordingly, the Coalition respectfully requests that BellSouth be made a party to this proceeding, or, if BellSouth is not joined, this proceeding must be dismissed.

IV. Conclusion

The Coalition does not maintain that there can be no new terms and conditions applicable to the indirect interconnection of a CMRS carrier to a rural Independent through BellSouth. The rural Independents have invested considerable resources in pursuing good-faith negotiations with all parties. As a demonstration of willingness to compromise and resolve issues through settlement, as encouraged by the Hearing Officer in Docket No. 00-00523, the rural Independents agreed to a substantial interim reduction in the charges applicable to the termination of traffic through the already existing indirect interconnection arrangement.

As discussed in the Coalition's Response to the arbitration petitions, the rural Independents remain willing to negotiate compromise solutions with all parties in accordance with terms and conditions that both BellSouth and the CMRS providers have entered in other States.¹² Instead, BellSouth has insisted on exiting this proceeding and the CMRS providers have insisted on pursuing an attempt to convince the Authority to impose interconnection terms and conditions that are not consistent with the interconnection requirements established by federal statute and FCC regulation.

The imposition of any such terms and conditions is beyond the scope of the standards pursuant to which the Authority is authorized to resolve an arbitration. Accordingly, the arbitration petitions should be dismissed. The Coalition respectively proposes that subsequent to the dismissal of the Section 252 arbitration petitions, the unresolved matters should be referred to the Hearing Officer in Docket No. 00-00523, the proceeding in which the underlying issues arose. In the alternative, if BellSouth is not made a party to these proceedings, the petitions must be dismissed.

¹² Coalition Response, pp 13-15

Respectfully submitted,

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December 12, 2003

EX PARTE

Ms. Marlene H. Dortch
Secretary
Federal Communication Commission
445 12th Street, SW
Washington, D.C. 20554

Re: CC Docket 01-290

Dear Ms. Dortch:

This is to notify you that on Wednesday, December 10, 2003, Charles McKee of Sprint PCS, Elaine Critides of Verizon Wireless, and I (representing AT&T Wireless) met with Commission staff to update them on the status of wireless carriers' interconnection negotiations with rural independent telephone companies and related state PUC proceedings in the Southeast, including the pending arbitration proceeding before the Tennessee Regulatory Authority. (Copies of AT&T Wireless' Tennessee arbitration petition and the rural carriers' response thereto are attached hereto.) Commission staff in attendance were Jay Atkins, Steve Morris, Jane Jackson, Stacy Jordan and Tamara Preiss of the Wireline Competition Bureau and Joseph Levin, Peter Trachtenberg, Won Kim and Jared Carlson of the Wireless Telecommunications Bureau.

Although we did not discuss any issues of substance with regard to the above-referenced docket, because the matters in the state proceedings are similar to some of those at issue in CC Docket 01-92 we are filing this ex parte out of abundance of caution

Ms. Marlene H. Dortch
December 12, 2003
Page 2

Pursuant to Commission rules, please include this notice and attachments in the record of this proceeding identify above.

Very truly yours,

Davis Wright Tremaine LLP

/s/

Suzanne Toller

cc: Jay Atkins
Steve Morris
Jane Jackson
Stacy Jordan
Joseph Levin
Peter Trachtenberg
Won Kim
Tamara Priess
Jared Carlson

2. GENERAL

2.1 Scope

These guidelines are for billing access and interconnection services provided by two or more providers or by one provider in two or more states within a single LATA. It is to the mutual benefit of both customers (customers and end users) and providers that bills be accurate and auditable. This document addresses the concept of MPB and revenue sharing as detailed in the December 8, 1988 Report. As stated previously, access and interconnection services include Usage Sensitive and Flat Rates Services. Where intrastate tariffs and contracts permit, these guidelines are used for access and interconnection services. The determination of implementing a meet-point Billing arrangement between providers, which operate in the same territory, is based upon Provider-to-Provider negotiations where the regulatory environment permits. When all involved providers agree to a meet-point Billing arrangement, these guidelines are used.

2.2 MECAB Revision

2.2.1 Reason for Revision

OBF Issue 472 (the MECAB Change Management Document) recommends that the MECAB be updated to incorporate all resolved OBF issues affecting the MECAB document. This is the **sixth revision** to the MECAB based on OBF Issue 472. This revision contains updates to industry guidelines to reflect the resolution of the following OBF Issues:¹

- Issue 1548 - Billing Verification Process in an Unbundled Environment
- Issue 1667 - Exchange of Billing Information
- Issue 1690 - Notification of Interconnecting Billing Information to the ULEC.
- Issue 2056 - For Facility-Based LECs/CLECs & CMRS, Enhance the
Meetpoint/Meetpoint-like Record Exchange to be Consistent with
Unbundled Processes
- Issue 2138 - Redefine and Evaluate the Need for Existing MECAB Data Elements
- Issue 2162 - Eliminate Pass Through meet-point Billing Options in MECAB

The following issues were reviewed but no changes were made to the document.

- Issue 1284 - Long Term LNP Billing and Verification
- Issue 1287 - Billing For Unbundled Network Elements
- Issue 1528 - The Billing Impact Resulting From Access Reform
- Issue 1593 - Guidelines Do Not Exist For Providing Historical PICC Detail Data to Verify
PICC Charges

2.2.2 Change Management

MECAB standards represent policy guidelines approved by the OBF; the Billing Committee of the OBF is responsible for the MECAB document. MECAB is changed through the incorporation of resolved OBF issues. Proposed changes to MECAB are reviewed and approved by the OBF Billing Committee and the OBF General Session. In accordance with the MO&O in CC Docket No. 86-104, released July 31, 1987, the FCC will have the opportunity to review any revisions to the standards (MECAB) to the extent that further tariff revisions are necessary.

¹ A record of resolved OBF Issues incorporated in MECAB revisions is contained in Section 11 - OBF Issues Included in MECAB Revisions

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing has been served on the parties of record indicated below via U.S. Mail and via electronic mail.

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